

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SHARPER IMPRESSIONS PAINTING CO.,	:	
	:	
Plaintiff,	:	Case No. 2:21CV2245
	:	
vs.	:	JUDGE MARBLEY
	:	
MICHAEL THIEDE, et al.,	:	MAGISTRATE JUDGE VASCURA
	:	
Defendants.	:	

AGREED PERMANENT INJUNCTION AND FINAL JUDGMENT ENTRY

Plaintiff Sharper Impressions Painting Company (“Sharper” or “Plaintiff”) and Defendants Michael Thiede (“Thiede”), Kerry Lynn Thiede (“Kerry Thiede”), and Kerry’s Fine Painting, LLC (“KFP”) (collectively “Defendants”) (Plaintiff and Defendants collectively (the “Parties”)), by and through counsel, hereby agree and stipulate to the entry of this Permanent Injunction and Final Judgment Entry, which supersedes the Agreed Preliminary Injunction issued by the Court on May 17, 2021 (ECF No. 18), and submit their stipulation to the Court for approval and entry pursuant to the Settlement Agreement between the Parties (“Settlement Agreement”).

IT IS HEREBY STIPULATED AND AGREED, and IT IS THEREFORE ORDERED ADJUDGED AND DECREED, PURSUANT TO CIV. R. 65, as follows:

1. The Court hereby enjoins and prohibits Thiede, Kerry Thiede, and KFP, and any officers, agents, servants, employees, attorneys, and third parties in active concert or participation with them, as follows: Through and including at least July 15, 2024, or such longer period as required until the Judgment rendered in favor of Sharper herein is fully satisfied (the “Restriction Period”), Thiede, Kerry Thiede and KFP, and any officers, agents, servants, employees, attorneys, as well as those persons acting in active concert or participation with them, shall not directly or

indirectly do any of the following within a 50-mile radius of 1946 Heatherbrooke Way NW, Acworth, GA 30101:

- a. directly or indirectly compete with Sharper Impressions;
- b. directly or indirectly own or manage a residential or commercial painting business;
- c. provide services as an employee or independent contractor to a residential or commercial painting business;
- d. solicit or encourage known Sharper Impressions' employees or contractors to work for or provide services to another residential or commercial painting business;
- e. directly or indirectly employ Sharper Impressions' employees or contractors in another residential or commercial painting business;
- f. solicit or encourage Sharper Impressions' customers or potential customers on behalf of any other person or entity for residential or commercial painting services;
- g. directly or indirectly provide painting services to Sharper Impressions' customers or potential customers through another residential or commercial painting business; or
- h. directly or indirectly access, disclose, communicate, or otherwise use Sharper Impressions' property, trade secrets or confidential information, including but not limited to information contained on any SIM card and any and all other information of any kind concerning Sharper Impressions' business, customers, employees and subcontractors.

2. Notwithstanding the foregoing obligations of Defendants, during the Restriction Period, Defendants may maintain an office space at 1946 Heatherbrooke Way NW, Acworth, GA 30101 for the purpose of storing records, receiving mail and managing operations consistent with the foregoing obligations, so long as the office space is not open to the public and contains no storefront or other on-location advertising or signage.

3. In addition to the above restrictions, for a period of seven years and seven months from the Effective Date of the Parties' Settlement Agreement, Thiede, Kerry Thiede and KFP, and

any officers, agents, servants, employees, attorneys, as well as those persons acting in active concert or participation with them, shall not directly or indirectly do any of the actions in paragraph 1.a-h, above, within a 50-mile radius of any Sharper office in Columbus, Ohio (7801 Corporate Blvd, Suite D, Plain City, OH 43064); Indianapolis, Indiana (148 West Carmel Drive, Carmel, IN 46032); Kansas City, Missouri (6224 Nieman Rd., Shawnee, KS 66203); or Nashville, Tennessee (18 Cadillac Drive, Brentwood, TN 37207).

4. Defendants shall provide signed and notarized affidavits, sworn under oath, beginning on March 1, 2022, and on the first day of every third month thereafter during the Restriction Period, in which they each (1) provide a full list of their customers, by name, address and project amounts; (2) affirm under oath the accuracy and completeness of the customer information provided; and (3) affirm under oath that they have not violated this Agreement. Defendants shall submit these affidavits to Geoff Sharp by email to gsharp@sharperimpressionspainting.com.

5. During the Restriction Period, Defendants shall cause LGE Community Credit Union and any and all such other financial institutions at which Defendants may open any checking or savings account to provide full unredacted bank statements for each account to gsharp@sharperimpressionspainting.com on a quarterly basis, beginning on April 1, 2022, and on the first day of every third month thereafter during the Restriction Period.

6. During the Restriction Period, Defendants shall further cause JoistApp (and any other similar service used for quoting, customer communication, project management, sales or collections/bookkeeping) to send to Geoff Sharp at gsharp@sharperimpressionspainting.com on a quarterly basis an export of all customer information contained in any JoistApp account associated with any Defendant. Such export shall include all customers or potential customers who were

provided a quote, whether or not the customer signed a contract.

7. Defendants shall allow Talon Recovery to conduct an audit of all books and records of any painting business with which any Defendant is associated, at any time during the Restriction Period but no more frequently than every three months, for the purpose of ensuring compliance with Defendants' obligations. Sharper shall bear the cost of any such audit, except that, if any non-compliance with Defendants' obligations is found, the cost of the audit in which such non-compliance is found shall be borne by Defendants.

8. Any violation of this Permanent Injunction by Thiede, Kerry Thiede, or KFP, shall result in irreparable harm to Sharper and Sharper shall be entitled to immediate further injunctive relief. Sharper shall also be entitled to its attorneys' fees and any other remedies available at law or equity to which it may be entitled as a result of such violation.

9. Pursuant to the Settlement Agreement between the Parties, judgment is further rendered in favor of Plaintiff Sharper Impressions Painting Company against Defendants Thiede, Kerry Thiede, and KFP, jointly and severally, on Plaintiff's Complaint ("Complaint"), in the following amounts:


- a) One Hundred Seventy-Seven Thousand Dollars (\$177,000), which amount represents the principal amount due and owing to Plaintiff for the Settlement Payment according to the terms of the Settlement Agreement;
- b) Interest at the agreed rate of seven and one-half percent (7.5%) per annum from the date of any default by Defendants in the payment of the Settlement Payment according to the terms of the Settlement Agreement, until the Settlement Payment is paid in full; and
- c) Sharper's costs and reasonable attorney's fees incurred in pursuing enforcement and collection of this judgment in the event of any default by Defendants in the payment of the Settlement Payment according to the terms of the Settlement Agreement.

10. All other claims asserted in this action are hereby dismissed with prejudice. As this judgment resolves all claims, this is a final judgment.

This Court retains jurisdiction to enforce the terms of the Settlement Agreement and this

Order. Subject to the foregoing, this case is **TERMINATED**.

IT IS SO ORDERED.



ALGENON L. MARBLEY
CHIEF UNITED STATES DISTRICT JUDGE

DATED: January 25, 2022

Approved by:

For the Plaintiff:

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